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AGREEMENT

between

GREATER JOHNSTOWN SCHOOL DISTRICT

and

JOHNSTOWN TEACHERS' ASSOCIATION

July 1, 2012 - June 30, 2015

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AGREEMENT, made this 22nd day of August 2013, by and between the SCHOOL BOARD OF GREATER JOHNSTOWN SCHOOL DISTRICT of Johnstown, New York (hereinafter referred to as the "Board") and the JOHNSTOWN TEACHERS ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I **RECOGNITION**

The Board hereby recognizes the Association as the exclusive negotiating agent for all full-time certificated classroom teachers, guidance counselors, speech therapists, reading teachers, art teachers, music teachers, physical education teachers, media specialists (formerly called librarians), social workers, school psychologists, teaching assistants, and excluding all others.

This recognition shall continue in effect for the maximum period allowed by law.

ARTICLE II **PRINCIPLES**

A. Right to Join or Not Join

It is recognized that teachers have the right to join or not join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

B. Rights of Minorities and Individuals

The legal rights inherent in the Education Law and in the rulings and regulations of the Commissioner of Education affecting certificated personnel are in no way abridged by this Agreement.

C. No Strike Provision

The Association agrees that its members will not engage in any strike, work stoppage, slowdown, or refusal to work, nor shall the Association cause, instigate, encourage, or condone a strike, because of any dispute or disagreement between the District and the Association during the term of this Agreement.

ARTICLE III **AREAS FOR DISCUSSION AND AGREEMENT**

The District and Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Johnstown public school system. Except as expressly provided in this Agreement, the Board

reserves unto itself all rights, power, authority, duty and responsibility conferred on and vested in it by the Constitution and Laws of the State and Federal Governments.

ARTICLE IV

PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiating Teams

Designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

B. Opening Negotiations

Upon receipt of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. Such request shall be made on or before the 1st of February (immediately preceding the termination date hereof). The first meeting of the parties, relative to opening negotiations, will be to establish all ground rules and at the second meeting the parties will simultaneously exchange their proposals.

C. Negotiations Procedures

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of the Association in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph "B" above, such additional meetings shall be held as the parties may require to reach an understanding on the issues or until an impasse is reached. Unless otherwise mutually agreed, meetings shall be held at a time other than the regular school day.

D. Exchange of Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

E. Public Release

The parties agree that during the period of negotiation and prior to impasse, the specific proceedings and issues being negotiated shall not be released to the public except upon mutual agreement.

F. Reaching Agreement

When agreement is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of

understanding and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

G. PERB Conferences and Hearings

In the event that the Public Employment Relations Board requires the attendance of a teacher or teachers at a hearing or conference scheduled by PERB, the teacher will not lose pay for the time spent at the conference or hearing.

H. Negotiated Agreement – Copies

The Board agrees to provide the Association with two hundred (200) copies of the final Agreement for distribution to the teachers.

ARTICLE V
APPOINTMENTS, TRANSFERS, PROMOTIONS

A. Appointments

1. Lists of new teaching positions created in the District shall be made available to all teachers as soon as approved by the Board.
2. A member of the professional staff who is interested in applying for an announced position should so inform the Superintendent, in writing, no later than ten (10) school days after the date of the announcement and his/her application will receive full consideration if all qualifications and criteria for the particular position are met.

B. Vacancies

1. When a vacancy occurs in any professional position and a replacement is sought for the following school year, a copy of a notice announcing such vacancy will be sent to each school for posting on faculty bulletin boards prior to its being otherwise circulated.
2. A member of the professional staff who is interested in applying for an announced vacant position should so inform the Superintendent in writing no later than ten (10) school days after the date of the announcement and his/her application will receive full consideration if all qualifications and criteria for the particular positions are met.

If a vacancy occurs during the summer vacation, the announcement will be sent to the President, First Vice-President, Second Vice-President, and Secretary of the Association prior to it being otherwise circulated seeking candidate applicants.

3. A request for confidentiality by a leaving teacher will be respected.

C. Transfers

1. Involuntary – Except as hereinafter provided, a teacher may not be involuntarily transferred to an area where he/she does not have tenure without his/her consent.
 - a. The teacher with the least seniority (years of service in a bargaining unit position in the District) in the tenure area from which the transfer is to be made, will be the teacher transferred.
 - b. Transfer will be made only after a meeting between the teacher, the Principal, and the Superintendent, at which time the teacher will be notified of the reasons for the proposed transfer. Not less than 24 hours prior to such meeting, the Association will be notified thereof and an Association representative will be permitted to participate therein.
 - c. In the event that more than one vacancy exists at the time of involuntary transfer, teachers to be involuntarily transferred shall have the right to indicate preferences and the Board shall honor such requests on the basis of qualifications including District-wide seniority.
2. Voluntary – If a teacher either requests or accepts a voluntary transfer, such transfer will be made after a meeting between the Principal and the Superintendent, at which time all of the teacher's rights will be explained to the teacher. These rights will be set forth in a written statement to the teacher within six (6) school days after the meeting.

D. Promotions

All openings for promotional positions and for positions paying salary differentials shall be posted in each school and qualified teachers desiring to do so shall make application for such positions (in writing no later than ten (10) school days after the posting date of the announcement).

If a teacher applies for a promotional position, his/her application will be given full consideration if all qualifications and criteria for the particular position are met.

All applications shall be submitted to the Superintendent.

ARTICLE VI

TEACHER WORKING CONDITIONS

A. Work Year

The work year shall be 186 days, inclusive of Superintendent's Conference and emergency days. The parties agreed to this change during bargaining with the intent that the teachers would not have to be in attendance for more than 183 days per school year. In other words, if the school calendar includes 186 days and no snow days need to be used in a given year, then 3 days (186 - 183) will be returned to the teachers (for example, by extending the Memorial Day weekend break).

B. Work Day

1. The work day for Elementary teachers shall be seven (7) hours Monday through Thursday, and six (6) hours and fifty (50) minutes on Friday and on the day immediately prior to any non-school day for students. The maximum number of instructional minutes for Elementary teachers shall be five (5) hours and thirty (30) minutes per day effective July 1, 1988.
2. The work day for Junior High teachers shall be seven (7) hours and ten (10) minutes Monday through Thursday, and seven (7) hours on Friday and on the day immediately prior to any non-school day for students.
3. The work day for High School teachers shall be seven (7) hours and ten (10) minutes Monday through Thursday, and seven (7) hours on Friday and on the day immediately prior to any non-school day for students.
4. Elementary teachers shall be scheduled to have a daily uninterrupted duty-free lunch period of at least forty (40) consecutive minutes. Junior High School and High School teachers shall be scheduled to have a daily uninterrupted duty-free lunch period of at least thirty (30) consecutive minutes.
5. All teachers in departmental areas in the Junior High School and the High School shall be scheduled to have a minimum of one (1) preparation period per day. Elementary teachers shall have at least five (5) preparation periods per week. Every effort will be made to schedule a minimum of one (1) preparation period each day for all teachers in Grades K-6 in addition to the forty (40) minute duty-free lunch period. Such duty-free preparation period shall occur during the regular student day.

On infrequent occasions, when no volunteers are forthcoming, a tenured teacher may be assigned a sixth (6th) teaching period per day. When this occurs, he/she shall be relieved of one (1) supervisory period per day. A teacher who is assigned a sixth teaching period will be paid an additional \$1,750 for each semester that he/she is assigned such additional duty. The assignment to a sixth teaching period shall not extend beyond two consecutive semesters. However, a tenured teacher may volunteer to teach a sixth period for more than two consecutive semesters. Physical education teachers assigned six classes shall not be entitled to the additional compensation set forth herein, unless they are assigned six teaching classes, one or more of which is not physical education. Moreover, physical education teachers who are assigned six physical education classes in the same building will continue to be assigned to one supervisory duty per day. However, physical education teachers who are assigned six teaching periods and travel between two buildings will not be assigned any supervisory duties.

6. AIS will be defined as an instructional period and thus eligible for compensation when assigned as a 6th period or after the normal instructional day as set forth in this agreement at B.5 above. In the event it is assigned as a 6th period, supervisory duties will be waived. Members will receive compensation on a pro-rated basis if not scheduled every day.
7. When a school building closes due to an emergency, teachers will be released from duty no more than fifteen (15) minutes after student dismissal.

C. Teacher-Parent Relations

1. Teachers shall be required to attend two (2) parent-teacher conference nights each school year. Both parent-teacher conference nights will be scheduled in each semester of the school year on dates determined by the building principal. The parent-teacher conference night during the first semester will be held between the hours of 6:00 p.m.-8:00 p.m. The parent-teacher conference night scheduled for the second semester of the school year will be held between the hours of 4:00 p.m.-6:00 p.m. In addition, teachers will be required to attend an annual open house as planned unless excused by the building principal. Dates for the Open House will be set forth in the school calendar.
2. Teachers are free to schedule parent-teacher conferences by appointment at any time when they are not scheduled to teach or perform scheduled supervisory duties. The teacher shall notify the Principal of any scheduled parent-teacher conference.

3. No appointment with parents shall be scheduled without prior notice to the teacher.
4. Parent-teacher conferences shall be completed, if at all possible, no later than the second report period.
5. Each elementary teacher may request to have a substitute teacher for the equivalent of two (2) half days for the purpose of freeing the teacher for parent-teacher conferences. Such half-days will not be scheduled in the same week. Use of and scheduling of the half-days for parent-teacher conferences shall be subject to the final approval of the Superintendent or his/her designee.

This request must be based upon a confirmed schedule of conferences and approved by the building principal prior to the conference dates.

6. If a parent should consult with a principal, assistant principal, head teacher, or the Superintendent in any matter pertaining to his/her child's instruction, the teacher will be notified within two (2) school days by his/her administrator in order to become aware of such matters.

D. Teaching Schedules

1. Every effort shall be made to assign teachers in departments and areas to teach not more than three (3) or four (4) classes in succession except for art, music, and physical education at the Elementary level, as well as K-12 AIS, K-12 reading and K-12 special education.
2. Every effort shall be made to schedule classes in department areas so that teachers shall not be required to teach more than two (2) content areas.
3. Teachers shall be notified in writing of their tentative programs for the coming school year as soon as practicable and not later than June 15. This date shall prevail unless there is an unusual circumstance which necessitates a further change after June 15.
4. Substitute teachers shall be hired whenever a teacher (including Junior High School remedial teachers) is absent. Remedial and AIS teachers (reading, math, writing and speech) teachers in the Pre-K-12 level shall not require a substitute until after the third consecutive day of absence. In the event the District is unable to demonstrate to the Association a good faith effort to obtain a substitute, the District shall

pay to the Association the sum of \$50.00 for each such instance. In no case shall a teacher be required to perform any of the duties of an absent teacher.

5. The professional staff agrees to cooperate in assisting substitute teachers in carrying out their duties and responsibilities wherever possible.
6. A substitute employed to teach full-time continuously for sixty (60) days or more shall be entitled to leave benefits (holidays, sick, bereavement and personal leave) provided in this Agreement, which shall be prorated based upon the term of employment. For example, a substitute hired to work for one-half the year, shall receive one-half the leave benefits (i.e., 7.5 sick, 1 personal and 2.5 bereavement days).
7. The office of the Superintendent will furnish copies of Junior High School, High School, Elementary and special teachers' schedules to the Association by October 15 of each year.
8. Elementary teachers shall be released from their duties for one-half (1/2) days on the last two days of student attendance in a given school year.

E. Department Coordinators

1. The following departments may have Department Coordinators whose duties shall be the coordination of the total program of each department.

English 7-12

Science 7-12

Social Studies 7-12

Mathematics 7-12

Music K-12

Business and Technology 7-12

Foreign Language 7-12

Family and Consumer Sciences/Home and Careers 7-12

The Superintendent will have the sole discretion regarding the determination of whether Department Coordinators will be appointed in a given department. This determination will be made on a year-by-year basis.

2. The Department Coordinators set forth hereinabove will receive an

annual stipend of \$2,500 for their services as Department Coordinators. Department Coordinators will receive a longevity payment of \$50.00 per year for each year they serve as Department Coordinators up to a maximum of \$500.00 longevity payment beginning with the 2004-05 school year.

3. Department Coordinators shall meet with members of their department for at least one (1) hour per month or ten (10) hours per year in department meetings and teachers will make themselves available for attendance and participation in such meetings. The Coordinator can schedule department meetings for up to two (2) hours duration, however, the maximum meeting time of ten (10) hours per year will not be increased thereby. For example, a Department Coordinator could hold a two (2) hour meeting in one month and then not hold a meeting in the following month. In any case, teachers in the department will be required to attend such meetings.

In the event that there is no Department Coordinator appointed to a given department, teachers will make themselves available for one (1) hour per month (no more than ten (10) hours per year) at the discretion of the affected teachers in collaboration with the administration.

4. Duties: As part of their duties, Department Coordinators will observe uncertified and non-tenured teachers. However, Department Coordinators are not to comment on these observations in writing unless the Building Principal and the Superintendent receive copies of such comments at the same time such written comments are provided to the teacher.
5. Department Coordinators will meet at least one (1) time per semester as requested by the Superintendent, the Superintendent's designee, the Building Principal and/or Director. The purpose of the meeting between the Department Coordinators and the administrator will be to discuss the job performance of all non-tenured and uncertified teachers working in the department. At such meetings, the administrator will take notes of the conversations with the Department Coordinators. The Department Coordinators will sign off on or initial the notes of the discussions pertaining to the performance of the non-tenured and uncertified teachers.
6. Department Coordinators will have the right to examine the block plans, the lesson plans, and all tests of the uncertified and non-tenured teachers in the department in order to provide such teachers advice

and recommendations relating to such matters. Moreover, Department Coordinators will serve as academic mentors to the uncertified and/or non-tenured teachers in the departments.

7. Department Coordinators will prepare department agenda topics to discuss with the Building Principal and Superintendent or his/her Designee concerning the improvement of instruction/assessment or operation of the department.
8. Department Coordinators will provide for vertical curriculum coordination and review of assessments for all levels 6-12 within the appropriate subject area of the coordinator.
9. Department Coordinators will keep his/her subject area teachers up-to-date on teaching methods and materials, and assessments by attending meetings, conferences and/or workshops dealing with curriculum and assessment changes in his/her academic area.
10. Department Coordinators will submit the minutes of such meeting to the Superintendent and his/her designee within five business days of the meeting.
11. Department Coordinators will coordinate the use of facilities and equipment within his/her department area.
12. Department Coordinators will develop the budget for his/her department and submit to the building principal.
13. Department Coordinators will coordinate the preparation of subject area assessments and examinations.
14. Department Coordinators will assist in the development of the Academic Intervention Program, particularly the implementation/reports/plans for subject area students in the AIS Program; assist in the scheduling of such students in the AIS program.
15. Department Coordinators will actively participate in and contribute to Professional Development activities, plans, programs and scheduling.
16. Department Coordinators will prepare reports relevant to the Department as required by the Building Principal, the Superintendent, and/or his/her designee.

17. Department Coordinators will participate in the initial interview process for applicants for department positions.
18. Department Coordinators will be actively involved in scheduling (student and teacher assignments) with the Building Principal and Guidance Counselor; however, final scheduling authority remains with the District.
19. Department Coordinators will be responsible and accountable for acknowledging department members' paid leave form requests for the purpose of attending conferences.
20. Department Coordinators will be responsible for the completion and submission of new and replacement textbook requests to the Building Principal and Superintendent and/or his/her designee.

F. Class Size

1. The office of the Superintendent will furnish information on the class size of each Elementary, Junior High and High School class to the Association by October 1.
2. Since the pupil-teacher ratio is an important aspect of any effective educational process and provides the limits within which any curriculum can be effectively enacted, the Board and the Association agree that every effort will be made to keep class size within reasonable, workable and efficient limits.

G. Sabbatical Leave Policy

1. Seven (7) years of service in the District are required for eligibility. A teacher may apply during his/her seventh year of service.
2. One-half (1/2) year at full pay or one (1) year at three-fourths (3/4 pay).
3. At least two (2) years of service in the District is required after return from the leave.
4. Permanent certification.
5. Superintendent will recommend grant, and Board will approve it.
6. Application for grant and a proposed program or written statement of purpose and objectives must be submitted to the Superintendent no later than January 1 for sabbatical commencing in September of the following school year and by April 1 for sabbatical commencing

January of the following year. The Board must reply through the Superintendent within sixty (60) days from the above-mentioned times.

7. Person receiving grant remains on payroll as usual, receiving checks during regular payroll. Payments will be based on salary step person would have been on during leave.
8. Hours earned during leave will apply in pay schedule.
9. Seven (7) years must elapse before person can apply for second leave.
10. The salary paid under the provisions of the sabbatical leave policy will not affect or in any way be affected by possible grants or additional aid from outside sources, either being awarded or achieved.
11. Number of leaves granted in any one year shall be the prerogative of the Board. If the Board denies a sabbatical leave request, it must provide good and sufficient reasons in adequate detail.
12. A teacher on sabbatical will retain all benefits on the same basis as if such teacher were on full-time duty. If the teacher does not leave on his/her sabbatical until after the school year begins, or returns from his/her sabbatical before the school year ends, such teacher will be required to perform teaching related duties as may be designated by the Superintendent.

H. Leave of Absence

1. A leave of absence without pay may be granted to a teacher at the recommendation of the Superintendent with the approval of the Board. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, will be restored upon return and he/she will be assigned to the same or to a substantially similar position which was held at the time said leave commenced, if available.
2. Upon request, an unpaid leave of absence of a maximum of two (2) years will be granted to each teacher for the purpose of child-rearing leave. Such leave shall be in compliance with the Rules and Regulations laid down by the New York State Human Rights Commission. If a teacher requests a one year leave, he/she will have the option to extend the leave for a second year provided he/she notifies the Superintendent by February 1 of the intentions to extend the leave. If such leave is requested for a midterm or a January to January time period, the teacher will be required to notify the

Superintendent of the intent to extend the leave for a second year by July 1 of the school year. The February 1 and July 1 dates may be extended with the permission of the Superintendent. All benefits to which a teacher was entitled at the time the leave of absence commenced will be restored upon return and the teacher will be assigned to the same or a substantially similar position which was held at the time said leave commenced, if available.

**I. Sick Leave. Bereavement Leave. Personal Leave. Sick Bank.
Professional Staff**

1. Absences without loss of pay will be permitted for personal illness or family illness in accordance with the following:
 - a. All ten-month employees shall be entitled to fifteen (15) days of absence without loss of pay each school year; eleven-month employees shall be entitled to sixteen (16) days; twelve-month employees shall be entitled to seventeen (17) days. Association members may use their sick leave accruals for illness in the member's immediate family (as defined this section at 3(a) hereof). When utilizing sick leave accruals, Association members will be required to indicate whether the use of such accruals are attributed to personal or family illness. Association members acknowledge and agree that the Superintendent of Schools and/or his designee may request proof of such illness, such as a physician statement, should the Superintendent of Schools and/or his designee deem it appropriate.
 - b. Days of unused sick leave may be accumulated to a maximum of two hundred (200) workdays.
 - c. Deductions from teachers' annual sick leave shall be made only for absences on days when school is in session.
2. The Superintendent may request that any bargaining unit member who is absent and requests use of a personal illness or family illness leave day under Article VI (1-a), provide proof of such personal illness or family illness.
 - a. Such request must be based upon a reasonable suspicion that the bargaining unit member may have abused or misused such day(s) and must be in writing to the bargaining unit member.

- b. The bargaining unit member must respond to the Superintendent, in writing, within three (3) days of receipt of the request for proof of illness.
 - c. If the bargaining unit member cannot provide any credible proof of such illness, then the District may provide him/her with a letter of counsel and notice that proof may be required in the future for use of personal illness or family illness leave.
 - d. Bargaining unit members who abuse or misuse personal illness or family illness days will be subject to loss of pay for such days, disciplinary action or both.
 - e. If proof of abuse or misuse exists, nothing herein shall prevent the District from taking disciplinary action or pursuing any other action available. Bargaining unit members who abuse or misuse personal illness or family illness days will be subject to loss of pay for such days, disciplinary action or both.
3. Absences without loss of pay will be permitted for death in the immediate family according to the following:
- a. The term "immediate family" includes persons in the following relationship to a teacher: spouse, children, parents, grandparents, grandchildren, siblings, mother-in-law, father-in-law, and persons permanently residing in the same household.
 - b. Each teacher may be allowed a maximum of five (5) consecutive days for a death in the immediate family. Total bereavement leave may not exceed fifteen (15) days in any one school year (noncumulative). The Superintendent may, at his/her discretion, upon application by a teacher, grant said teacher additional days per death or per year. A teacher may take bereavement leave for the death of a brother-in-law or sister-in-law in addition to those defined as "immediate family."
4. Up to two (2) days of leave per year may be taken without loss of pay for religious holidays if the religion requires that the holiday be observed and prohibits working on such days.
5. Absences without loss of pay for personal days will be permitted according to the following:
- a. A teacher will be allowed two (2) personal business days per

year (noncumulative) for urgent personal business. The teacher requesting such leave will not be required to state the reason for taking such leave. The request, however, shall be made in writing (if possible) through the Principal to the Superintendent.

- b. No personal day is to be used to extend a vacation period.
 - c. Any situation not covered by the above regulations and conditions shall, on request, be referred to the Superintendent for final disposition.
 - d. The policy of permitting absence without loss of pay for an individual shall be subject to revocation by the Board of Education at any time that it shall be established that the program is being misused or abused by such individual. The Board will not act arbitrarily or capriciously in this regard.
6. Absence reimbursed by Workers' Compensation will be credited for sick leave in the proportion that the reimbursement rate is to the employee's salary. In return for payment of full salary during sick leave, salary payments by the Board's insuring agency under Workers' Compensation will be paid to the District for the period covered by sick leave.
7. Per diem deductions for salaries employees for absences in excess of sick leave and for other absences:
- a. Teachers and other employees who are employed on a ten-month basis. Per diem deduction: $\frac{1}{200}$ of annual salary.
 - b. Those employed on an eleven-month basis. Per diem deduction: $\frac{1}{220}$ of annual salary.
8. Whenever a regularly employed teacher is absent from his/her employment and is unable to perform his/her duties as a result of personal injury caused by an accident occurring in the actual performance of his/her duties, he/she will be paid his/her full salary during absence, which shall not be charged against sick leave.
9. The Sick Bank Policy is as follows:
- Rules and procedures to be followed in carrying out a Sick Bank.
- a. Eligibility

- i. Each teacher shall become eligible to participate in the Sick Bank at the beginning of his/her fourth (4th) year of continuing service in the Greater Johnstown School District.
 - ii. An eligible teacher may elect not to participate.
 - iii. A member may elect to withdraw at any time, but he/she will forfeit any days accrued as well as any sick leave days deposited.
 - iv. Any member joining after January 31, 1975, will be eligible for four (4) days in his/her first year regardless of years of service in the School District.
- b. Source of Sick Bank Deposits
- i. Each member shall voluntarily deposit one (1) day from his/her regular sick leave upon entering the Sick Bank (e.g., 130 teachers = 130 days for deposit).
 - ii. Members will be admitted only once during each school year in the month of September. Each new member joining will be required to deposit one (1) day of his/her sick leave.
 - iii. The number of days remaining on deposit in the Sick Bank shall be carried from one school year to the next, until the number of days on deposit reaches one hundred (100), at which time each member will be called upon to deposit one (1) day of his/her regular sick leave.
- c. Accrual of Days in the Sick Bank
- i. Each member will accrue four (4) days per year in the Sick Bank aside from his/her regular sick leave.
 - ii. A maximum of ninety (90) days may be accrued in the Sick Bank.
 - iii. After a member has accumulated the maximum days of unused regular sick leave, he/she may then accumulate Sick Bank days at the rate of nineteen (19) days per year until the maximum of ninety (90) days in the Sick Bank is reached, except that the number of days credited in any

one year shall not be greater than nineteen (19) sick leave and Sick Bank days combined.

- iv. Payment for Sick Bank days used will be at the teacher's regular salary rate.
- d. Determination of the Use of Days from the Sick Bank
 - i. Deposited Sick Bank days may be used after the member has exhausted all of his/her days of regular accumulated sick leave.
 - ii. Applications for use of Sick Bank days should be submitted as soon as the need for them becomes apparent.
 - iii. Applications, on forms to be provided, must be signed by the teacher and his/her physician and submitted to the Sick Bank Board of Directors.
 - iv. Verification of need may also be required by the Board through its physician.
- e. Operation of the Sick Bank

There shall be a Sick Bank Board of Directors consisting of two (2) members representing the Association and two (2) members of the Administrative Staff appointed by the Superintendent. It shall be their duty and function to conduct the business of the Sick Bank.
- f. General Rules
 - i. Any changes to the rules of the Sick Bank shall be submitted and recommended to the Sick Bank Board who, in turn, will submit said recommendations to the Association and the Board for further consideration and study.
 - ii. Any changes will have to be mutually agreed upon by both the Association and the Board.
- g. Retroactive Service Credit

New members who will have been employed continuously in the School District for three (3) or more years shall receive credit for the number of years so employed after the third at the rate of four (4) days per year to the maximum of ninety (90) days,

provided one (1) day of their sick leave is deposited in the bank before February 1, 1975.

h. Annual Report

The Sick Bank Board of Directors will submit an annual report to the Association and to the Board in October of each year.

J. Temporary Leave of Absence

Teachers who are designated by the Association to attend conferences of JTA state and national affiliates and the Annual Retirement meeting for election of retirement delegates shall be granted such leave with pay as is necessary in order to discharge their obligations as delegates to such conferences.

K. Compensation for Lost Time

If an assault on a teacher results in loss of time, the teacher shall be paid in full and such paid absence shall not be deducted from any sick leave to which such teacher is entitled under this Agreement. The teacher shall receive his/her regular salary less Social Security and/or Workers' Compensation benefits.

L. Teachers Who Work in Two or More Buildings and Home Teachers

1. In making out the schedules of teachers who work in two or more buildings, principals will continue the practice of giving due consideration to allowing for travel, preparation, and teaching load.
2. Teachers required to use their personal vehicles to travel on school business shall be reimbursed at the U.S. Federal IRS Business Mileage rate per mile as of July 1st of each school fiscal year, provided such travel has been approved by the Superintendent or his/her designee.
3. Each secondary (Grades 7-12) teacher of Math, Social Studies, Science, English or Second Language who does not teach either remedial education or special education and who is assigned to teach in two or more buildings shall have his/her preparation period scheduled for the last teaching period of the day so that such teachers may be available to assist students. Such teachers shall not be assigned more than one duty per day. ("Duty" is defined, for purposes of this paragraph, as study hall, lunch duty, and in-school suspension.) Such teachers shall be allowed approximately twenty (20) minutes travel time for each travel assignment made by the District. The provisions of paragraph L.1. of this Article do not apply to the teachers who are the subject of this paragraph.

M. Payroll Deductions

1. Dues Deduction

- a. The Board agrees to deduct from the salaries of its employees dues for the Association as said teachers individually and voluntarily authorize in writing.
- b. The Board agrees to transmit the deducted monies promptly following each payroll to the treasurer of the Association.
- c. Dues shall be deducted in equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct fees.
- d. Additional authorizations, submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions shall be made in equal installments over the balance of the school year.
- e. The Association has continuous membership. The dues deduction form must be signed by the employee and countersigned by the Membership Chairman of the Association. Only forms co-signed by the two individuals will be considered valid for authorization to deduct dues.
- f. The Association will certify to the District, in writing, the current rate of its membership dues.
- g. When a deduction form is signed, co-signed, and submitted, it commits the teacher to a continuing and complete deduction of all dues listed on the form. Once a deduction is processed, the entire amount of dues will be deducted, even if a teacher enters or leaves the system in midyear.

2. Agency Fee

Effective July 1, 1984, the District shall deduct an Agency Fee from the salary of employees in the bargaining unit who are not members of the Johnstown Teachers Association in the amount that is equivalent to the dues levied by the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The JTA affirms that it has adopted such procedures for refund of Agency Fee

deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

3. Credit Union Payroll Deductions

The Board agrees to deduct from the pay of a teacher the amount of money which the teacher authorizes for payment to the Fulton County Teachers' Federal Credit Union.

4. Benefit Trust Deductions

The Board agrees to deduct from the pay of a teacher the amount of money which the teacher authorizes in writing for transmittal to New York State United Teachers (NYSUT) in payment for any NYSUT sponsored benefit programs.

N. IRS Section 125 Flexible Spending Plan

The District will provide an IRS Section 125 Flexible Spending Plan for those members of the bargaining unit who wish to participate. Such plan will include, but not be limited to premium conversion, unreimbursed medical expenses and dependent care provisions. The District will assume any administrative fees for the plan. Moreover, the District agrees to continue to offer such plan as long as the District does not incur a loss from the implementation and administration of such plan. A loss for these purposes shall be defined as a cost to the District which exceeds the savings realized by the District through implementation of same.

O. Tax Sheltered Annuities

The District will deduct such monies as authorized for those people who wish to enroll in a Tax Sheltered Annuity Program. Such authorization or changes therein will be presented to the District and will be processed within four (4) weeks of receipt or as otherwise allowable by the rules and regulations governing same.

P. Health and Life Insurance

1. There shall be no diminution of existing health insurance benefit levels during the term of the Agreement.

a. JTA will allow the District to offer to its members new health insurance plans as they may become available, and will acknowledge that the District will not arbitrarily move members to any new insurance plan without negotiating such a move. CDPHP and MVP will continue to be offered.

PPO A Plan will cease to be available to any members actively employed. It will continue to be an option for retirees who were

retired effective July 1, 2012. All members who move from PPO A to PPO B will have the following contribution rates (contribution rates for CDPHP and MVP will remain unchanged at 81%/19%):

2012-2013: 95% paid by District / 5% paid by employee
2013-2014: 90% paid by District / 10% paid by employee
2014-2015: 85% paid by District / 15% paid by employee
Effective 6/30/15: 83% paid by District / 17% paid by employee

Members who retire during the term of this agreement will be subject to the above-stated premium rate contributions during their retirement.

- b. The District will offer members an insurance buyout, provided the same will afford savings to the District each year. Therefore, each year, the union will solicit its membership and obtain signed commitments from those members who will participate in the buyout in the coming year in order to allow the District to accurately evaluate its projected savings. Such commitment must be received by the District on or before March 15th of each year for the subsequent year. In the event that in any given year there is no savings created by offering this buyout, the Board of Education will advise the bargaining unit that such buyout will not be offered in the subsequent year.

The annual buyout will be \$2,000 for individual/two person plans and \$3,000 for family plan. Participants must individually notify the District in writing by March 15th of the year prior to the year for which the stipend will be paid. (Example: by March 15, 2013 for payment at the end of 2013-2014.) Should a qualifying event (such as a loss of coverage through a spouse) occur during the year in which a stipend is planned, the stipend may be paid on a prorated basis, based upon the date of reinstatement of insurance coverage. In addition, participants must provide formal proof of alternate health insurance coverage by July 31st of the year preceding the year in which the buyout will be paid.

Association members who are married to other District employees shall not be eligible to participate in this annual health insurance buyout option.

For the 2012-2013 school year only, a prorated health insurance buyout payment will be made to Association members who wish to participate, so long as all necessary documentation is received by the District on or before November 1, 2012.

Unless the District elects to extend this provision on or before the February 1, 2015 review, this health insurance buyout provision shall sunset effective June 30, 2015.

2. Each participating teacher and post retiree will stipulate that he/she will not carry a double health plan if the husband or wife works elsewhere where such plan is in force.
3. The District will provide a \$10,000 double indemnity term life insurance policy on the life of each member of the bargaining unit. The yearly premium will be paid on the basis of 50% by the District and 50% by the individual teacher. Teachers who retire may continue their life insurance, with premium payments to be made in accordance with the provisions of the applicable life insurance policy.
4. Effective July 1, 1984, the District shall implement the agreed upon dental benefits as described in the Dental Plan identified in Attachment "A".
5. The District and the Association shall explore the possibility of changing to a different vision, hearing, and prescription provider(es) relating to health insurance. The purpose of any such change will be to continue benefits to teachers while at the same time reducing premium costs to the District and the teachers. The parties recognize that, if the Fulmont Trust or the District's health insurer prohibits such change in vision, hearing or prescription coverage, the parties will not be able to make such changes.

Q. Teacher Assistance

Teachers, as professionals, are expected to devote a maximum amount of time to preparative and instructional duties. Whenever possible, therefore, the clerical work involved in the teaching process at the elementary level will be done by office personnel. Specific procedures to carry this out in each building should be worked out by the Principal and the teachers. Also, every effort will be made to have special teachers assume their teaching duties on the first full day of school of the school year. Teachers will receive assistance with the following items:

Materials and equipment to be unpacked and to be placed in classrooms;

Pupil cumulative folders to be prepared;
Attendance cards to be prepared;
Census cards to be prepared;
Cabinet cards to be prepared; and
Class lists to be prepared (copies for nurses and special teachers).

R. Conferences

Money allocated for teachers' conferences, but not used in one building or one level, may be transferred for use by teachers in another building or another level.

S. Maintenance of Standards

This Agreement and present terms and conditions of employment may not be altered, changed, added to, deleted from, or modified except through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

T. Middle School Tenure

If a Middle School is established, any tenured teacher who volunteers for a position within the Middle School or in the Elementary Schools, or Senior High School as a result of the reorganization and whose application is accepted, will not lose tenure.

U. Maintenance of Staff

If and when the District should find it necessary to eliminate teaching positions, the District will adhere to Section 2510 of the New York State Education Law.

V. Just Cause

1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or discharged without just cause. The operation of this clause will, in no way, diminish the rights of the Board to grant or deny tenure as provided under the Education Law.
2. This provision shall only apply to instances where the action taken is in writing and noted or placed in the teacher's personnel file.

W. Performance Contracting

The Board agrees not to hire performance contracting companies to replace or assume the duties of certified classroom teachers. This does not preclude the use of consultants and/or services provided by BOCES or the State Education Department.

X. Part-time Teachers/Teaching Assistants

Members of the bargaining unit who do not work on a full-time basis will be entitled to benefits under this Agreement on a prorated basis calculated by the number of routine scheduled hours in comparison with full-time status. For example, a part-time teacher who works on a 50% work schedule will be entitled to benefits at 50% pro-rated calculations; more specifically, such teacher would only be entitled to 50% of the paid leave accruals and 50% contribution by the District towards applicable health insurance available. For the purposes of this article, Teachers and Teaching Assistants to be considered full-time must work more than thirty (30) hours per week. In other words, Teachers and Teaching Assistants who work less than thirty (30) hours per week will be considered part-time Teachers and Teaching Assistants who will then be entitled to pro-rated benefits, in accordance with this article.

Y. Retirement Incentive

The Board will offer a retirement incentive of twenty thousand dollars (\$20,000) to Association members eligible to retire during the 2012-13 and 2013-14 schools years, as well as to those Association members who are first eligible to retire during the 2014-15 school year.

1. The Board acknowledges the professionalism that the JTA members exhibit and will therefore remove the sick leave accrual requirement and restrictions on use of sick time in the "retiring" year, based upon discussions at the table.
2. To qualify, retirees must be eligible to retire under the guidelines of New York State Teachers Retirement System; must have worked at least twenty (20) years in the District; and must submit an irrevocable letter of resignation for retirement purposes to the District's Superintendent of Schools on or before January 1st of the given year, with an effective retirement date of June 30th of that same year.
3. All retirement incentive proceeds paid in accordance with this provision shall be paid directly to the participating Association member's 403(b) tax sheltered annuity account. This account must be created prior to June 1 of the year of retirement.
4. The Board of Education will reevaluate the cost savings and viability of the retirement incentive on February 1, 2015. The Board of Education will determine at that time whether this incentive will be offered in future years. Unless the Board of Education elects to extend this provision on or before the February 1, 2015 review, this provision will sunset effective June 30, 2015.

Z. National Board Certification

The District and the Association recognize the value of encouraging teachers to seek National Board Certification ("NBC") by the National Board for Professional Teaching Standards. To that end, a program is hereby established, commencing with the 2012 - 2013 school year, to enable teachers to participate in the certification process.

1. The District will notify the Association by February 1st as to whether or not funding is available to support the NBC program. The District may have a maximum of four (4) teachers per year in the program. The District reserves the right to increase the number of candidates at any time.
2. Any teacher interested in pursuing this certification will apply in writing to the Superintendent no later than October 15th.
3. The candidates for National Board Certification shall be responsible for making application to all known funding sources, to defray the cost of the application fee and any other costs attributable to the certification process. The District shall assist the candidates in seeking such grant funding, where applicable, and shall identify the known available funding sources to the candidates with the JTA, prior to the time that application is made to the National Board for Professional Teaching Standards.
4. In the event that grant funding sources are inadequate to cover all of the application costs required for the candidacy, the District agrees to pay all upfront costs for applying to and completing the candidacy.
5. The District shall provide loaned material and equipment (e.g., video cameras, editing equipment and computers owned by the District).
6. Once approved, the teacher will have three (3) years to complete the certification requirements. Failure to complete requirements will result in the teacher repaying the District the cost of the program.
7. Teachers who complete the process but do not achieve certification shall be responsible for any National Board Certification application fees that they might otherwise seek in future years.
8. Upon satisfying the conditions set forth herein, a unit member achieving National Board Certification shall be paid a \$1,000 stipend per year so long as such certification is maintained and the conditions

of this provision are satisfied. This stipend shall not be made part of the unit member's base salary.

9. In order for a unit member to initially receive the additional stipend for a school year, he/she must submit proof of certification by March 15th.
10. In exchange for receiving the stipend, the unit member shall provide additional services to the District such as annual National Certification awareness training and other professional activities consistent with the certification which are acceptable to the Superintendent, unit member and the Association.

ARTICLE VII

PROTECTION OF TEACHERS

A. General

1. No teacher will be required to use his/her car to transport a pupil.
2. If a teacher is injured or his/her property is damaged or destroyed while in the scope of his/her employment, the District shall case such teacher to be saved harmless and will also indemnify such teacher for such injury or property, provided there is no contributory negligence on the part of the teacher.

B. Assistance in Assault or Civil Cases

1. Principals and teachers shall be required to report promptly all cases of assault suffered by teachers and/or civil actions filed against them in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report.
2. The School Board Attorney shall inform the teacher of his/her rights under the law and shall provide such information in a written document.
3. The School Board Attorney shall notify the teacher of his/her readiness to assist the teacher as follows:
 - a. By obtaining from the teacher, the Principal, and/or the police, relevant information concerning the incident;
 - b. By accompanying the teacher in court appearances; and
 - c. By acting in other appropriate ways and as liaison between

teacher, police and courts.

C. Legal Counsel

The Board agrees to provide legal counsel to defend any teacher in any action arising out of an assault on a teacher or any reasonable disciplinary action taken against a student by a teacher.

ARTICLE VIII
COURSES FOR SALARY CREDIT

Teachers shall obtain prior approval of courses if the credit hours are to be used for additional salary. Courses must be discussed with Building Principals first, and then approved by the Superintendent.

ARTICLE IX
EXTRA-CURRICULAR SERVICE

Teachers shall provide service as chaperones, advisors and/or supervisors at school-sponsored dances, plays, educational trips, student groups, and pupil grounds seeking extra work or help in subject area, and other activities heretofore normally held outside the regular teaching day. Principals shall make assignments, if necessary, on a rotation basis in a fair and equitable manner. All extra or co-curricular activities sponsored by the School District are integral parts of the instructional program, and all teachers participating in or conducting these activities will abide by the provisions of this contract and all the rules, regulations, and policies promulgated by the School District.

ARTICLE X
CURRICULUM DEVELOPMENT

Whenever there is a need for the development or preparation of a curriculum, course of study, or other curriculum or departmental project of a substantial nature, the teachers in the particular department or teaching area shall devote the necessary time to the accomplishment of the project as part of their professional duties.

When, during the summer recess or during any other recess or vacation period, a teacher accepts an assignment to develop curriculum, the teacher shall be compensated for his/her services at the rate of \$75 per five (5) hour day for each such day on which said services are rendered. All such assignments must receive the prior approval of the Superintendent.

ARTICLE XI

ASSISTING BEGINNING TEACHERS

Whenever possible, the experienced professional staff shall assist the beginning teachers to develop into effective members of the profession.

ARTICLE XII

BOARD-TEACHER RELATIONS AND INTERACTION

- A. It has been the practice for Board Committees to meet with various departments and teacher committees regarding curriculum, instructional and other professional matters. The Board and JTA would like to encourage this practice.
- B. Forming District-wide committees for development of educational programs: when such committees are appointed by the Superintendent, notice concerning their purpose will be placed in bulletins to staff, teachers wishing to serve will notify the Superintendent, the Superintendent may select individuals to staff committees from those who have indicated a desire to serve.
- C.
 - 1. The Association liaison committee will meet with the Superintendent and any administrators selected by the Superintendent on a bimonthly basis on the first Tuesday of the odd numbered calendar months. The purpose of these meetings will be to discuss any policy matters affecting teachers' terms and conditions of employment and to allow the teachers to present matters of interest and concern to the Administration.
 - 2. The Association President and/or the Superintendent will provide each other with a written list of items which they may wish to discuss at the meeting at least seven (7) days in advance of the date of the meeting.
 - 3. All meetings will be held on a regular school day after teacher dismissal time and will be limited to no more than an hour unless mutually agreed upon by the parties.

ARTICLE XIII

TEACHERS' COMPENSATION

- A. **Teachers' Salary Schedule**
 - 1. Salary schedules shall be as set forth on *Schedules A-1, A-2, and A-3* annexed hereto. The salary schedules are annexed hereto inclusive of

the 2012-13, 2013-14 and 2014-15 school year.

2. Effective July 1, 2012, no members will enter into salary schedule Column B (BA +30) or Column D (BA +60) after the execution of this Agreement.
3. Effective July 1, 2005, members who have thirty (30) years of credited service on the salary schedule shall receive an annual longevity payment of one thousand (\$1,000) dollars.
4. Teachers will be assigned to the salary schedule appropriate to their years of training. Certified college transcripts must be submitted to substantiate the salary schedule assignment.
5. Teachers entering the District may be given credit for previous teaching experience in either public or private schools. This will include credit for up to five (5) years of military service, assuming that the discharge from military service was honorable or up to five (5) years of related work experience, even though such prior work experience may not be in teaching or education.

B. Remuneration for Graduate Study

1. Teachers will be paid at the rate of \$32 for each hour of graduate credit earned for off-schedule hours.
2. Payment will be made for those credit hours earned between the Bachelor's degree and the Bachelor's plus seventy-five (75) hours, and between the Master's degree and the Master's degree plus seventy-five (75) hours.

Teachers who do not have the Bachelor's degree, but who have life or permanent certificates will also be eligible for this program. In these cases, only the first thirty (30) graduate hours completed after the granting of the life or permanent certificate will be eligible for remuneration.

3. All graduate work meeting the requirements, regardless of when completed, will be eligible for remuneration under this program.
4. Guidelines for defining the hours eligible for this purpose:
 - a. They shall be completed subsequent to completion of the

preparation necessary for a baccalaureate degree, except in the case of life certificate teachers who do not hold the Bachelor's degree.

- b. They must be taken in a recognized educational institution.
 - c. They must be in the field of the teacher's work, or in the general field of education and should serve the purpose of helping the teacher become more effective in carrying out his/her teaching responsibilities. (It is assumed that all courses prescribed by the State Education Department for fulfilling certification requirements will be acceptable).
 - d. Each teacher shall keep his/her Principal and Superintendent of Schools informed of courses to be taken. In the event of a question regarding the acceptability of a particular course, the teacher, Principal and the Superintendent will meet to discuss and resolve the matter.
 - e. The Superintendent has the responsibility for authorizing salary increases in accordance with the provisions of this policy.
5. Compensation for additional graduate credit hours earned and not previously credited will be added to payrolls in full as of October 1 and February 1 in each school year provided that written notification shall have been received by the Superintendent's office prior to these dates. The amount added shall be prorated over the remaining pay periods for the year.

C. Remuneration for In-Service Courses

In-service credit shall be granted for courses sponsored by the Greater Johnstown School District, SETRC, the Teacher Center, an accredited college or university, or any other program, provided that any such course or program receives the prior approval of the Superintendent. Remuneration for such approved course work shall be at the same rate as for graduate credit hours for each credit hour earned. One (1) credit hour shall be granted for each fifteen (15) contact hours.

D. Music Festivals

Each music teacher who participates in the Fulton County Music Festival and/or the All State Music Festival shall receive a stipend of \$104 for the day of the festival.

E. Academic Competitions

Any teacher who participates with District pupils in an academic competition shall receive a stipend of \$104 per event provided such activity is not covered by a co-curricular schedule stipend.

F. Guidance Counselor/Psychologist Extra Pay Duty

Guidance Counselors will be compensated 1/184th of their annual salary per day for any work assigned by the Superintendent and/or his/her designee in consultation with the Guidance Counselor for any work assigned beyond, or in addition to, the school calendar work year.

The School Psychologist(s) will receive additional compensation for ten (10) days of 'summer work' (80 hours). Compensation will be paid at an hourly rate based on current salary year (1/184th daily).

G. Tuition Free Enrollment

The Board will allow school-age children of members of the collective bargaining unit to attend school in the Johnstown School District tuition-free. This Agreement is subject to available space and room as established by administrative guidelines.

H. Payment of Stipends

Members of the bargaining unit who serve as extracurricular advisors or coaches of an interscholastic sport will only be entitled to one stipend for such service. For example, if a member of the bargaining unit is appointed as the Senior Class Advisor, the member will be entitled to one stipend for such service and will not be entitled to payment of two stipends if a co-advisor is not appointed. As another example, if a bargaining unit member is appointed as the Head Soccer Coach, the bargaining unit member shall be entitled to the stipend applicable to the Head Coach position and shall not be entitled to receive stipends for one or more of the assistants if such assistant positions are not filled through appointments.

I. I.E.P. Report Preparation

Special education teachers and speech therapists will receive one or two days release time per year for the purpose of completing their IEP reports. The decision on whether a second day will be provided will be based on a needs assessment as determined by the Director of Special Education in consultation with the member.

J. Yearbook Advisor

The Yearbook Advisor shall be excused from one required supervisory period per day, to a maximum of 183 such periods in a school year. Where there are two Yearbook Advisors, the District shall, upon the joint written request of

both advisors made no later than July 15th of each school year, excuse one of the two Advisors during the first semester of the school year, for no more than ninety-two (92) such periods; and excuse the other of the two Advisors during the second semester of the school year, for no more than ninety-two (92) such periods.

K. Additional Compensation Upon Retirement

Any teacher contemplating retirement may do so by notifying the Superintendent, in writing, after a minimum of fifteen (15) years of service, of his/her intentions to retire effective at the conclusion of the sixteenth (16th) year of service. This notice shall be provided prior to September 1st of the sixteenth (16th) year of service. At the end of the retirement year, such teacher shall receive a lump sum payment of \$500 or \$5.00 per day for all unused sick leave (excluding accumulated sick bank days), whichever is greater. If such teacher will provide additional service to the District of not more than one-half hour per day during his/her last year of service, as directed by the Superintendent, the lump sum payment will be reported to the retirement system as termination pay for the purpose of computing the teacher's retirement amount.

L. Athletic, Supervisory, and Extra-Curricular Salary Schedules

Services shall be as set forth on *Schedule B-1 and B-2* annexed.

Members of the bargaining unit serving as coaches in interscholastic sports in the District will be entitled to longevity payments. More specifically, members of the bargaining unit who serve in a coaching position for 11-14 consecutive years will be entitled to an additional \$500 longevity payment over and above the coaching stipend amount set forth in Schedule "B-1" of the contract. Thereafter, members of the bargaining unit who serve in a coaching position for 15-19 consecutive years, will be entitled to a longevity payment of \$750 for such service. Finally, members of the bargaining unit who serve in a coaching position for more than twenty (20) consecutive years in the District, will be entitled to a coaching longevity payment of \$1,000 over and above the stipend paid pursuant to Schedule "B-1".

Members of the bargaining unit who have a break in coaching service for one (1) year will not lose their service credit towards the coaching longevity payments hereunder. However, members of the bargaining unit who have a break in coaching service for more than one (1) year will lose their service credit towards the coaching longevity payment.

ARTICLE XIV

SCHOOL CALENDAR

The District will provide the Association with a copy of the proposed BOCES school year calendar as soon as it becomes available, and the Association will provide its input or response to the Superintendent and the appropriate committee of the Board with respect to the proposed BOCES calendar. The Association committee may, if it desires, submit any additional information pertaining to the proposed calendar to the Board.

The Board will adopt a calendar for the following school year. Copies of the adopted calendar will be incorporated in the Board-Association agreement for the following school year.

In the event of an emergency causing the loss of scheduled school days, representatives of the Board and the Association will negotiate make-up days. If no agreement is reached within a reasonable length of time, the Board may act on its own motion.

"Open House" will be set forth in the calendar for each school year.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. **Grievance** is any alleged violation of a provision of this Agreement.
2. **Supervisor** shall mean the administrative or supervisory officer responsible for the area in which an alleged grievance arises.
3. **Aggrieved Party** shall mean the Association, who may grieve on its

own motion, and/or any person or group of persons in the negotiating unit filing a grievance, or on whose behalf it is filed. The Superintendent and/or the Board shall also have the right to file a grievance against the Association or individual teacher or teachers.

4. **Party in Interest** shall mean any party named in a grievance who is not the aggrieved party.
5. **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.
6. **Days** shall mean days other than weekends and holidays.

C. Procedures

1. Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of the Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible or causing the grievance, general statement of the nature of the grievance, and the redress sought by the aggrieved party. If the Association grieves, it will follow the above procedure and also identify the individual teacher or teachers for whom it is filing the grievance.
2. Except for the informal decision at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the aggrieved and the Association.
3. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance.
4. Except at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance in which a hearing is held to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
5. Forms for filing grievances, serving notices, taking appeals, and forms

for making reports and recommendations will be developed by the Association.

6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2, 3 of this procedure, except that such representative may not be a representative of a competing employee organization.
8. Official minutes will be kept, at Board expense, of all hearings at Stages 2 and 3. If stenographic minutes are required at any stage, the parties will share the expense. A copy of such minutes will be made available to the aggrieved party and the Association within two (2) days after the conclusion of hearings at Stages 2, 3, and 4, and they will advise the appropriate Hearing Officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting such claimed error.
9. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided.
10. When the Superintendent is the grievant, he/she shall file his grievance with the Association and provide a copy of his grievance to the individual teacher or teachers against whom he/she is grieving, as well as to the President of the Board. Within ten (10) days, the Superintendent shall meet with the Association representatives in an attempt to resolve the grievance. If the grievance may not be resolved, the Superintendent, within fifteen (15) days shall request the Board to hold a hearing in accordance with the procedures set forth in Stage 3. If the Superintendent is not satisfied with the Board's decision, he/she may submit the grievance to arbitration in accordance with the procedures set forth under Stage 4.
11. If the Board is the grievant, they shall file their grievance with the Association and the individual teacher or teachers against whom they are grieving. Within fifteen (15) days, the Association representatives shall meet with the Board or its representatives to resolve the grievance. If the grievance is not resolved at the informal meeting, the Board may submit the grievance to arbitration by providing written notice to the Association within ten (10) days after the informal

meeting. The procedures for arbitration set forth in Stage 4 will then apply.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, the time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty-two (22) days after the Teachers' Association knew or should have known of the act or condition on which this grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. Stages of Grievance

1. Stage 1 – Supervisor

- a. A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within twenty-two (22) days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the teacher, his/her representative and the Association.

2. Stage 2 – Superintendent

- a. If the teacher initiating the grievance and the Association are

not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 with the Superintendent may be filed within seven (7) days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal. The written appeal will contain a statement from the Association that they deem the grievance to be meritorious.

- b. The Superintendent, or his/her duly authorized representative, may hold a hearing with the teacher, his/her representative and all other parties in interest.
- c. The Superintendent shall render a decision in writing to the teacher, his/her representative and the Association within twenty-two (22) days after the receipt of the appeal described in 2.a.

3. Stage 3 – Board of Education

- a. If the teacher and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) days after receiving the decision at Stage 2.
- b. Within ten (10) days after the receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be closed to the public.
- c. Within twenty-two (22) days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

4. Stage 4 – Arbitration

- a. After the Board's decision has been rendered, if the teacher and/or Association are not satisfied with the decision at Stage 3 and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) days of the decision at Stage 3.
- b. The rules and procedures of the American Arbitration Association will then apply in the selection of an arbiter and the conduct of procedures.

- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs of the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XVI

DURATION

This Agreement shall be binding and in full force and effect from July 1, 2012 to June 30, 2015 and will continue thereafter until a successor agreement is reached, subject to any changes in the law regarding successor agreements.

ARTICLE XVII

COMPLETION OF NEGOTIATIONS

The approval of this Agreement by both parties signifies the completion of negotiations for the designated school years.

ARTICLE XVIII

APPROVAL

The signatures affixed below signify that this Agreement has been approved by the Association and by a majority of the members of the Board.

ARTICLE XIX

ASSOCIATION RIGHTS

- A. Members of the JTA Representative Council will be allowed release time at pupil dismissal once a month for committee meetings.

- B. The Association will provide the administration with a tentative list of days and dates of Representative Council meetings no later than October 1st of the school year. They will further provide a list of officers and members of the Representative Council at that time. If there is any change of any of the above dates, the Association will notify the administration at least one week in advance of such change. This notification requirement will not apply to emergency meetings of the Representative Council.
- C. The Association will give two (2) days notice to Business Personnel and the Principal involved when requesting the use of school facilities for JTA meetings except if any emergency situation arises.
- D. JTA will be allowed to use the school mailboxes and Faculty Room bulletin boards for the dissemination of Association-related materials.
- E. The JTA agrees to reimburse the school District for any materials (paper, ink, etc.) which are used when it uses the school District's duplicating machine.
- F. In the event that the Public Employment Relations Board requires the attendance of a teacher(s) at a hearing or conference scheduled by PERB, the teacher(s) will not lose pay for the time spent at the conference or hearing.
- G. The Association president shall be released the equivalent of one period per week from his/her supervisory duties for the purpose of meeting with the District administration, for the purpose of discussing Association business, or for the purpose of attending to other Association matters.

ARTICLE XX
SPECIAL CONDITIONS RELATING TO
TEACHING ASSISTANTS

- A. Teaching Assistants will be part of the bargaining unit under this contract.
- B. The work year for Teaching Assistants will be the same as the work year for teachers. For clarification, Teaching Assistants shall work days that teachers are required to be in attendance, even though students may not be in attendance.
- C. In the event of an emergency school closing or delay, Teaching Assistants will be paid their regular daily rate of pay, up to a maximum of three (3) such days per year. The District may schedule make-up days due to an emergency school closing, such days to be determined by the Superintendent and/or his

or her designee. Teaching Assistants will be expected to report to work on such make-up days.

- D. Teaching Assistants will be entitled to six (6) paid holidays per school year. These holidays will be designated on a year-to-year basis by the Superintendent of Schools and/or his or her designee. The Superintendent shall advise the Teaching Assistants, in writing, by August 31st of each school year of the days so designated as the six (6) paid holidays. The Superintendent and/or his or her designee must select as holidays six of the holidays deemed holidays under the Civil Service Employees Association's collective bargaining agreement.
- E. The work day for Teaching Assistants may vary and will be established by the Superintendent and/or his or her designee. The work day will be defined as the amount of time the bargaining member works and is subsequently paid.
- F. Teaching Assistants who are required by a central office administrator, a building principal, an assistant principal and/or District director to attend open houses, parent-teacher conferences, workshops or staff development days shall be paid in accordance with the compensation provisions of this Agreement.
- G. Teaching Assistants will be entitled to the same number of sick leave days, family illness days, personal leave days and bereavement leave days as are provided to members of the bargaining unit (i.e., teachers).
- H. Teaching Assistants will be entitled to health insurance at the same contribution level as eligible teachers.
- I. Teaching Assistants shall be paid on an hourly basis at the rates attached hereto as Schedule "C". Said rates will be paid for hours worked each week up to a maximum of forty (40) hours per week. Overtime will be paid for hours worked in excess of forty (40) hours actually worked in any one work week. In addition, Teaching Assistants will receive a 3% increase to their hourly wages.
- J. Teaching Assistants shall be provided thirty minutes of unassigned Preparation time each full school day; such thirty minutes does not have to be consecutive, but must be provided in at least 15 minute increments.

ARTICLE XXI

MENTORS

- A. Pursuant to Commissioner of Education Regulation Section 100.2(dd) (iv) which requires that mentors be assigned to new teachers holding an "initial" certificate, in the classroom service, the following shall apply:
1. All mentor positions anticipated as a result of this mentor program will be posted in accordance with the collective bargaining agreement. It is understood that a teacher must volunteer to apply to the Professional Development Committee (PDC), with a copy to the Superintendent, to be a mentor. Mentors selected by the PDC will be recommended to the Superintendent, or his/her designee, but regardless of the recommendation, the final decision of who to appoint rests with the Superintendent.
 2. If the Superintendent, or his/her designee, determines the need, a Mentor Coordinator will be appointed by him/her. The Mentor Coordinator does not need to be a member of the bargaining unit. However, the Mentor Coordinator shall be or have been a tenured teacher. If the Superintendent selects a Mentor Coordinator who is a member of the bargaining unit, he/she will be released from duty one period per week, or released at student dismissal. A stipend of \$25 per hour will be paid for work that cannot be completed during the duty-free period or at student dismissal. The maximum number of hours to be paid as the Mentor Coordinator is 20 (or \$500).
 3. Initial training of mentors will take place through release time during the contractual work day and work year or, during the summer with prior approval of the Superintendent, or his/her designee. No compensation will be paid for mentor training.
 4. If Unit members are approved as mentors without release time available, they will be compensated at the rate of \$25.00 per hour, per group of mentees (ex: 5 mentees with one mentor, 6 hours in group @ \$25 per hour = \$150 total) for all services performed beyond (before or after) the regular work day, for a maximum of thirty (30) hours each year that the unit member serves in such capacity, with prior approval of the schedule by the Superintendent.
 5. The ratio of mentor to mentee cannot extend beyond 1:10 (per SED guidelines). Mentors shall be assigned more than one mentee with scheduled meetings together for at least 50% of compensated time. In other words, a single mentor will meet with a group of 5 mentees for 15

hours (\$375), and individually for a maximum of 15 compensated hours, paid at \$25 per hour per mentee ($5 \times 15 \times \$25/\text{hour} = \1875), for a total of \$1875 at a 1:5 ratio (1 mentor for 5 mentees). These mentees will have no other paid mentor assigned. Mentors/mentees will meet for a maximum of 30 hours per year.

6. Release time from supervisory duties will be given to Mentors, if possible, for the purpose of providing the services required. If such release time is not possible, then all compensated time (before or after the work day) must be approved by the Superintendent, or his/her designee, prior to the meeting. Semester calendars must be submitted for approval by the Superintendent, or his/her designee. No compensation will be paid without prior approval.
7. Mentoring duties and responsibilities shall be those listed in this agreement and as determined by the Superintendent of Schools, or his/her designee. At any time that the Superintendent, or his/her designee, views the mentor as not fulfilling his/her role appropriately, he/she may be summarily removed from the position. Another Superintendent-designated mentor will then be assigned to the teacher.
8. All work of the mentor must be done under the supervision of the building principal or Superintendent's designee. All contract hours must be recorded on a timesheet with specific topics of discussion listed, ex: "How to manage disruptive students." The mentor, mentee and building principal will sign the timesheet. In addition, a Mentor Log (Attachment "C" hereof) must be completed and attached to the timesheet. Both forms must be approved and signed by the principal or Superintendent's designee. Timesheets must be submitted and approved every two weeks. Timesheets not submitted in a timely manner will not be paid, unless there are extenuating circumstances approved by the Superintendent, or his/her designee.

ARTICLE XXII

ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

Teacher Evaluations will be conducted according to the terms of the negotiated APPR agreement.

The parties agree to conduct good faith negotiations concerning the new APPR law and regulations, when issued and as necessary, and in accordance with all New York State laws, rules and regulations.

ARTICLE XXIII
PURSUANT TO SECTION 204-a (TAYLOR LAW)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**BOARD OF EDUCATION OF THE
GREATER JOHNSTOWN SCHOOL DISTRICT**

By: 

Dated: August 21, 2013

JOHNSTOWN TEACHERS ASSOCIATION

By: 

Louise Carville, Co-President

Dated: August 22, 2013

SCHEDULE A-1

TEACHER SALARY SCHEDULE 2012-2013

STEP	BA(A)	BA+30 (B)	MA (C)	BA+60 (D)	MA+30 (E)
1	\$40,881	\$42,372	\$43,049	\$44,497	\$45,079
2	\$41,267	\$42,760	\$43,189	\$44,881	\$45,219
3	\$41,676	\$43,169	\$43,413	\$45,289	\$45,443
4	\$42,097	\$43,590	\$43,828	\$45,713	\$45,858
5	\$42,411	\$44,238	\$43,987	\$46,118	\$46,017
6	\$43,149	\$45,239	\$44,710	\$46,856	\$46,740
7	\$44,301	\$46,375	\$45,846	\$48,014	\$47,876
8	\$45,518	\$47,532	\$46,983	\$49,171	\$49,013
9	\$47,140	\$48,771	\$48,121	\$50,332	\$50,151
10	\$48,828	\$50,383	\$50,354	\$52,021	\$52,384
11	\$50,017	\$51,448	\$51,769	\$53,207	\$53,799
12	\$51,250	\$52,620	\$52,938	\$54,380	\$54,968
13	\$52,422	\$53,795	\$54,168	\$55,554	\$56,198
14	\$53,546	\$54,793	\$55,473	\$56,737	\$57,503
15	\$54,726	\$56,094	\$56,773	\$57,916	\$58,803
16	\$55,906	\$57,339	\$58,076	\$59,098	\$60,106
17	\$57,071	\$58,503	\$59,152	\$60,263	\$61,182
18	\$58,247	\$59,678	\$60,388	\$61,438	\$62,418
19	\$59,421	\$60,850	\$61,625	\$62,616	\$63,655
20	\$60,114	\$61,485	\$63,314	\$63,306	\$65,344
21	\$61,292	\$62,661	\$64,695	\$64,481	\$66,725
22	\$62,862	\$64,175	\$66,149	\$66,058	\$68,179
23	\$64,151	\$66,217	\$68,363	\$67,720	\$70,393
24	\$67,619	\$69,274	\$71,050	\$70,641	\$73,080
25	\$70,148	\$71,195	\$73,080	\$74,120	\$75,110
26	\$73,077	\$74,546	\$76,474	\$76,014	\$78,504

SCHEDULE A-2

TEACHER SALARY SCHEDULE 2013-2014

STEP	BA(A)	BA+30 (B)	MA (C)	BA+60 (D)	MA+30 (E)
1	\$41,699	\$43,220	\$43,910	\$45,387	\$45,981
2	\$42,092	\$43,615	\$44,053	\$45,779	\$46,124
3	\$42,509	\$44,032	\$44,281	\$46,195	\$46,351
4	\$42,939	\$44,462	\$44,704	\$46,627	\$46,775
5	\$43,259	\$45,123	\$44,867	\$47,040	\$46,937
6	\$44,012	\$46,143	\$45,604	\$47,794	\$47,675
7	\$45,187	\$47,303	\$46,762	\$48,974	\$48,833
8	\$46,428	\$48,483	\$47,923	\$50,154	\$49,994
9	\$48,082	\$49,746	\$49,084	\$51,338	\$51,154
10	\$49,804	\$51,390	\$51,361	\$53,061	\$53,432
11	\$51,018	\$52,477	\$52,804	\$54,271	\$54,875
12	\$52,275	\$53,672	\$53,997	\$55,467	\$56,068
13	\$53,470	\$54,871	\$55,251	\$56,665	\$57,321
14	\$54,617	\$55,889	\$56,582	\$57,872	\$58,653
15	\$55,820	\$57,216	\$57,908	\$59,074	\$59,979
16	\$57,024	\$58,486	\$59,238	\$60,280	\$61,308
17	\$58,213	\$59,673	\$60,335	\$61,468	\$62,406
18	\$59,412	\$60,871	\$61,596	\$62,667	\$63,667
19	\$60,610	\$62,067	\$62,857	\$63,869	\$64,928
20	\$61,317	\$62,714	\$64,580	\$64,572	\$66,651
21	\$62,518	\$63,914	\$65,989	\$65,771	\$68,060
22	\$64,119	\$65,459	\$67,472	\$67,379	\$69,542
23	\$65,434	\$67,541	\$69,731	\$69,074	\$71,801
24	\$68,972	\$70,659	\$72,471	\$72,054	\$74,542
25	\$71,551	\$72,619	\$74,542	\$75,603	\$76,612
26	\$74,538	\$76,037	\$78,004	\$77,535	\$80,074

SCHEDULE A-3

TEACHER SALARY SCHEDULE 2014-2015

STEP	BA(A)	BA+30 (B)	MA (C)	BA+60 (D)	MA+30 (E)
1	\$42,533	\$44,084	\$44,788	\$46,294	\$46,900
2	\$42,934	\$44,487	\$44,934	\$46,694	\$47,046
3	\$43,360	\$44,913	\$45,166	\$47,119	\$47,278
4	\$43,798	\$45,351	\$45,598	\$47,559	\$47,710
5	\$44,124	\$46,025	\$45,764	\$47,981	\$47,876
6	\$44,892	\$47,066	\$46,516	\$48,749	\$48,628
7	\$46,090	\$48,249	\$47,698	\$49,953	\$49,810
8	\$47,357	\$49,453	\$48,881	\$51,157	\$50,993
9	\$49,044	\$50,741	\$50,065	\$52,365	\$52,177
10	\$50,800	\$52,418	\$52,388	\$54,122	\$54,500
11	\$52,038	\$53,527	\$53,861	\$55,357	\$55,973
12	\$53,321	\$54,745	\$55,077	\$56,577	\$57,189
13	\$54,540	\$55,968	\$56,356	\$57,798	\$58,468
14	\$55,710	\$57,006	\$57,714	\$59,030	\$59,826
15	\$56,937	\$58,360	\$59,067	\$60,256	\$61,179
16	\$58,165	\$59,656	\$60,423	\$61,486	\$62,535
17	\$59,377	\$60,866	\$61,542	\$62,697	\$63,654
18	\$60,600	\$62,089	\$62,828	\$63,920	\$64,940
19	\$61,822	\$63,309	\$64,114	\$65,146	\$66,226
20	\$62,543	\$63,969	\$65,872	\$65,863	\$67,984
21	\$63,768	\$65,193	\$67,309	\$67,086	\$69,421
22	\$65,402	\$66,768	\$68,821	\$68,727	\$70,933
23	\$66,743	\$68,892	\$71,125	\$70,456	\$73,237
24	\$70,351	\$72,072	\$73,920	\$73,495	\$76,032
25	\$72,982	\$74,071	\$76,032	\$77,115	\$78,144
26	\$76,029	\$77,557	\$79,564	\$79,085	\$81,676

SCHEDULE A-4

TEACHER ASSISTANT SALARY SCHEDULE

	2011-2012	2012-2013	2013-2014	2014-2015
	\$ 9.82	\$10.11	\$10.41	\$10.73
	\$ 13.84	\$14.26	\$14.69	\$15.13
	\$ 15.63	\$16.10	\$16.58	\$17.07
	\$ 13.87	\$14.29	\$14.72	\$15.16
	\$ 12.26	\$12.63	\$13.00	\$13.40
	\$ 11.90	\$12.26	\$12.62	\$13.00
	\$ 11.90	\$12.26	\$12.62	\$13.00
	\$ N/A	\$10.11	\$10.41	\$10.73

Salaries for teaching assistants will increase by 3% for the 2012-2013, 2013-2014 and 2014-2015 school years, less any applicable deductions for health insurance contributions. Retroactive checks will be issued at the same time that the deductions for health insurance contributions are made through payroll deductions. There will be no retroactive pay adjustment, less any applicable deductions for health insurance contribution rate changes.

To identify the salary for each school year, one should read laterally, instead of down and over. It is important to note that this schedule is structured differently than the teachers' salary schedule.

The salary for newly hired teaching assistants will be as follows:

2012-13: \$ 10.00 per hour

2013-14: \$ 10.30 per hour

2014-15: \$ 10.61 per hour

SCHEDULE B-1
ATHLETIC/COACHING SALARY SCHEDULE
(FALL Sports)

Position	2012-2013	2013-2014	2014-2015
<u>CROSS COUNTRY</u>			
Head Coach	\$2,571	\$2,571	\$2,571
Assistant 1	\$1,713	\$1,713	\$1,713
<u>FIELD HOCKEY</u>			
Head Coach	\$3,257	\$3,257	\$3,257
Assistant 1	\$2,399	\$2,399	\$2,399
Assistant 2	\$2,114	\$2,114	\$2,114
<u>FOOTBALL</u>			
Head Coach	\$4,113	\$4,113	\$4,113
Assistant 1	\$2,970	\$2,970	\$2,970
Assistant 2	\$2,742	\$2,742	\$2,742
Assistant 3	\$2,571	\$2,571	\$2,571
Assistant 4	\$2,456	\$2,456	\$2,456
Assistant 5	\$2,171	\$2,171	\$2,171
Assistant 6	\$2,000	\$2,000	\$2,000
<u>GOLF</u>			
Head	\$2,000	\$2,000	\$2,000
<u>SOCCER (Boys)</u>			
Head Coach	\$3,257	\$3,257	\$3,257
Assistant 1	\$2,399	\$2,399	\$2,399
Assistant 2	\$2,114	\$2,114	\$2,114
<u>SOCCER (Girls)</u>			
Head Coach	\$3,257	\$3,257	\$3,257
Assistant 1	\$2,399	\$2,399	\$2,399
Assistant 2	\$2,114	\$2,114	\$2,114
<u>SWIM (Girls)</u>			
Head Coach	\$3,141	\$3,141	\$3,141
Assistant	\$1,371	\$1,371	\$1,371
<u>TENNIS (Girls)</u>			
Head Coach	\$2,000	\$2,000	\$2,000
<u>VOLLEYBALL</u>			
Head Coach	\$3,257	\$3,257	\$3,257
Assistant 1	\$2,399	\$2,399	\$2,399
Assistant 2	\$2,114	\$2,114	\$2,114
<u>STRENGTH COACH</u>	\$343/mo.	\$343/mo.	\$343/mo.

SCHEDULE B-1 (Continued)
ATHLETIC/COACHING SALARY SCHEDULE
(WINTER Sports)

Position	2012-2013	2013-2014	2014-2015
<u>BASKETBALL (Boys)</u>			
Head Coach	\$3,884	\$3,884	\$3,884
Assistant 1	\$2,744	\$2,744	\$2,744
Assistant 2	\$2,571	\$2,571	\$2,571
Assistant 3	\$2,399	\$2,399	\$2,399
Assistant 4	\$2,285	\$2,285	\$2,285
<u>BASKETBALL (Girls)</u>			
Head Coach	\$3,884	\$3,884	\$3,884
Assistant 1	\$2,744	\$2,744	\$2,744
Assistant 2	\$2,571	\$2,571	\$2,571
Assistant 3	\$2,399	\$2,399	\$2,399
<u>BOWLING</u>			
Head Coach	\$2,000	\$2,000	\$2,000
<u>SKIING (Alpine)</u>			
Head Coach	\$3,257	\$3,257	\$3,257
<u>SKIING (Cross Country)</u>			
Head Coach	\$3,257	\$3,257	\$3,257
<u>SWIM (Boys) (Paid by FFCS)</u>			
Head Coach	\$3,141	\$3,141	\$3,141
Assistant	\$1,371	\$1,371	\$1,371
<u>WRESTLING</u>			
Head Coach	\$3,428	\$3,428	\$3,428
Assistant 1	\$2,571	\$2,571	\$2,571
<u>STRENGTH COACH</u>	\$343/mo.	\$343/mo.	\$343/mo.

SCHEDULE B-1 (Continued)
ATHLETIC/COACHING SALARY SCHEDULE
(SPRING Sports)

Position	2012-2013	2013-2014	2014-2015
<u>BASEBALL</u>			
Head Coach	\$3,257	\$3,257	\$3,257
Assistant 1	\$2,399	\$2,399	\$2,399
Assistant 2	\$2,228	\$2,228	\$2,228
Assistant 3	\$2,114	\$2,114	\$2,114
<u>LACROSSE (Boys)</u>			
Head Coach	\$3,257	\$3,257	\$3,257
Assistant	\$2,399	\$2,399	\$2,399
<u>LACROSSE (Girls)</u>			
Head Coach	\$3,257	\$3,257	\$3,257
Assistant	\$2,399	\$2,399	\$2,399
<u>SOFTBALL (Girls)</u>			
Head Coach	\$3,257	\$3,257	\$3,257
Assistant 1	\$2,399	\$2,399	\$2,399
Assistant 2	\$2,114	\$2,114	\$2,114
<u>TENNIS (Boys)</u>			
Head Coach	\$2,000	\$2,000	\$2,000
<u>TRACK</u>			
Head Coach	\$3,257	\$3,257	\$3,257
Assistant 1	\$2,399	\$2,399	\$2,399
Assistant 2	\$2,228	\$2,228	\$2,228
Assistant 3	\$2,114	\$2,114	\$2,114
<u>STRENGTH COACH</u>	\$343/mo.	\$343/mo.	\$343/mo.

SCHEDULE B-2
EXTRA-CURRICULAR SCHEDULE

Position	2012-2013	2013-2014	2014-2015
Yearbook Advisor (HS)	\$3,428	\$3,428	\$3,428
Assistant	\$1,713	\$1,713	\$1,713
Student Council	\$2,856	\$2,856	\$2,856
Assistant	\$1,713	\$1,713	\$1,713
International Club Advisor	\$2,856	\$2,856	\$2,856
Assistant	\$1,713	\$1,713	\$1,713
Newspaper Director (HS)	\$1,713	\$1,713	\$1,713
Senior Class Co-Advisor	\$1,713	\$1,713	\$1,713
Senior Class Co-Advisor	\$1,713	\$1,713	\$1,713
Junior Class Co-Advisor	\$1,428	\$1,428	\$1,428
Junior Class Co-Advisor	\$1,428	\$1,428	\$1,428
Sophomore Class Co-Advisor	\$1,143	\$1,143	\$1,143
Sophomore Class Co-Advisor	\$1,143	\$1,143	\$1,143
Freshman Class Co-Advisor	\$ 857	\$ 857	\$ 857
Freshman Class Co-Advisor	\$ 857	\$ 857	\$ 857
<u>MARCHING BAND</u>			
Director	\$2,856	\$2,856	\$2,856
Assist 1 (Assistant Director)	\$1,713	\$1,713	\$1,713
Assist 2 (Percussion Instructor)	\$1,257	\$1,257	\$1,257
Winter Color Guard	\$2,285	\$2,285	\$2,285
Assistant	\$1,713	\$1,713	\$1,713
Jazz Band Director	\$1,713	\$1,713	\$1,713
JHS Musical Director	\$2,571	\$2,571	\$2,571
Assistant Director	\$2,000	\$2,000	\$2,000

SCHEDULE B-2 (Continued)
EXTRA-CURRICULAR SCHEDULE

Position	2012-2013	2013-2014	2014-2015
Women's Chorale	\$1,485	\$1,485	\$1,485
JHS Play Director	\$2,571	\$2,571	\$2,571
Assistant Director	\$2,000	\$2,000	\$2,000
Science Club	\$2,571	\$2,571	\$2,571
Key Club Advisor	\$1,143	\$1,143	\$1,143
Post Prom Coordinator/ SADD Advisor	\$1,143	\$1,143	\$1,143
Honor Society	\$ 857	\$ 857	\$ 857
Cheerleading – Fall	\$1,000	\$1,000	\$1,000
Assistant	\$ 714	\$ 714	\$ 714
Cheerleading – Winter	\$1,000	\$1,000	\$1,000
Assistant	\$ 714	\$ 714	\$ 714
Knox Yearbook Advisor	\$1,428	\$1,428	\$1,428
Assistant	\$ 857	\$ 857	\$ 857
Knox Student Council	\$1,428	\$1,428	\$1,428
Knox Jazz Band	\$ 857	\$ 857	\$ 857
Knox Select Chorus	\$1,428	\$1,428	\$1,428
Knox Intramurals (hourly rate)			

- * Additions/adjustments to the above extra-curricular schedule shall be made by a committee consisting of the Johnstown Teachers Association President, the Activity Advisor and two (2) administrators.

In activities where there are co-advisorships, there is an assumption that the need for co-advisorships exists. That need is based on the amount of work and/or responsibility associated with each assignment.

ATTACHMENT "A" DENTAL PLAN

Delta Dental PPOSM

Plan Benefit Highlight for Greater Johnstown School District (Group #04503)

Eligibility	Primary enrollee, spouse and eligible dependent children to age 19 or to age 25 if dependent is full-time student
Deductibles Deductibles waived for Diagnostic & Preventive (D&P), Basic Services, Endodontics, Oral Surgery & Periodontics?	\$50 per person/\$150 per family each calendar year YES
Maximums D&P counts toward maximum?	\$1,000 per person each calendar year YES

Benefits and Covered Services	Delta Dental PPO Dentists **	Non PPO Dentists ** (Delta Dental Premier & 2 Non-Delta Dental dentists)
Diagnostic & Preventive Services Exams, cleanings, X-rays, sealants	100%	100%
Basic Services Fillings, denture relining/rebasing, posterior composites, bridge and crown/inlay/onlay recementation	85%	85%
Endodontics (root canals) Covered Under Basic Services	85%	85%
Periodontics (gum treatment) Covered Under Basic Services	85%	85%
Oral Surgery Covered Under Basic Services	85%	85%
Major Services Crowns, inlays, onlays and cast Restorations	50%	50%
Prosthodontics Bridges and dentures	50%	50%
Orthodontic Benefits Dependent children	50%	50%
Orthodontic Maximums	\$1,000 Lifetime	\$1,000 Lifetime

- * Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan.
Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.
- ** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and 80th percentile for non-Delta Dental dentists.

Delta Dental of New York One Delta Drive Mechanicsburg, PA 17055	CUSTOMER SERVICE 800-372-8284 (Outside PA: 717-266-2222)	CLAIMS ADJUSTER P.O. Box 2196 Mechanicsburg, PA 17055-2196
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deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefit representative.

ATTACHMENT "B" **403(b) AGREEMENT**

Annual Notice of Participation 403(b) Plan

The Greater Johnstown School District offers a 403(b) Plan for eligible employees of the organization. All W-2 employees are eligible to participate. A 403(b) Plan is a tax-deferred retirement program that permits an employee to reduce his or her compensation on a pre-tax basis and have the contribution deposited into a 403(b) investment. The plan also allows employees to make 403(b) retirement contributions on an after-tax basis (a Roth 403(b) contribution).

Our current Board of Education-approved investment provider is Lincoln Investment Planning, Inc. To enroll in a 403(b) program, you must complete a Salary Reduction Agreement, which is available by calling Kimberly Spaulding of Lincoln Investment Planning, Inc., at (518) 296-8696. You may also be required to complete an annuity contract or custodial account application to establish your investment account under the Plan. Application forms for an annuity contract or a custodial account can be obtained from Kimberly Spaulding as well. Employees should contact Lincoln Investment Planning, Inc. for information about the 403(b) products and services it offers.

You can make a change to or stop your contribution at any time. To do so, you will need to complete a new Salary Reduction Agreement and provide it to Lincoln Investment Planning, Inc. The change will take effect for the next available payroll period as described above after the new Salary Reduction Agreement is processed by the Payroll Office.

The IRS limits the annual contributions you can make to a 403(b) plan. For 2013, the limit is \$16,500 for participants under age 50, and up to \$22,000 for participants who become age 50 or older during this calendar year.

The Greater Johnstown School District has no liability for any employee's election to participate in the 403(b) plan, choice of 403(b) vendor(s), or the expected tax consequences resulting from participating in the 403(b) plan. The Greater Johnstown School District does not provide tax, legal or investment advice and recommends that employees seek advice from professionals who specialize in these areas.

If you have any questions about our 403(b) Plan, please contact Kimberly Spaulding of Lincoln Investment Planning, Inc. at (518) 296-8696 or the Plan's Third Party Administrator, ADMIN Partners, LLC at (877) 484-4400.

ATTACHMENT "C"
Mentor Log

Greater Johnstown School District
Mentor Log

TEACHER-MENTEE NAME: _____ **MENTOR NAME:** _____

CHECK APPROPRIATE BOX

Group	Individual	Date	Time	# Hours	Topic

Mentor logs are to be submitted to the Superintendent's Office every two weeks. A separate GJSD Extra Service Timesheet is to be submitted to the Superintendent's Office by mentors after 25 hours are completed.

Mentor Signature

Mentee Signature